REMARKS

Claims 1-45 are pending in the present application. By this Response, claims 1, 7, 8, 10, 12, 13, 14, 19-22, 28, 30, 32, 34, 40, 42 and 44 are amended. Claims 1, 12, 14, 19, 21, 22, 32, 34 and 44 are amended to recite that the right(s) may be of a type between zero access rights and full access rights, inclusively, and that if the right(s) are not zero access rights or full access rights, modifying the content/subscription computing service includes degrading a level of quality such that it is less than a level of quality corresponding to full access rights and higher than a level of quality corresponding to zero access rights. Claims 8, 20, 28 and 40 are amended to recite that the modified content is a degraded quality version of the content that would be provided to the user if the user had a non-expired subscription. Claims 7 and 13 are amended for clarification purposes. Support for the amendments to the claims may be found at least at page 11, lines 12-26. Claims 10, 30 and 42 are amended to be in independent form. No new matter has been added by any of the above amendments. Reconsideration of the claims in view of the above amendments and the following remarks is respectfully requested.

I. 35 U.S.C. § 102, Alleged Anticipation

The Office Action rejects claims 1-8, 12-16, 18, 22-28, 32-40, 44, and 45 under 35 U.S.C. § 102(e) as being allegedly anticipated by Ginter et al. (U.S. Patent No. 6,658,568). This rejection is respectfully traversed.

As to independent claims 1, 8, 12, 14, 22, 28, 32, 34, 40 and 44, the Office Action states:

> 5. Regarding Claims 1, 22, and 34, Ginter teaches receiving a request from a user (col. 75, lines 42-56, col. 76, lines 1-33 and 65-67, col. 77, lines 1-35, col. 90, lines 36-67) for the service (col. 25, lines 33-46); identifying the rights to the service (col. 68, lines 27-67, col. 75, lines 42-56, col. 76, lines 1-33 and 65-67, col. 77, lines 1-35); retrieving content for the service (col. 90, lines 2-3 and 8-22); selectively modifying (col. 93, lines 36-51) the content based on the rights identified (col. 76, lines 7-13, col. 74, lines 19-58); and sending the content to the user (col. 90, lines 48-61).

Office Action dated January 2, 2004, pages 2-3.

> 12. Regarding claims 8, 28, and 40, Ginter teaches receiving a request for a service from a user (col. 75, lines 42-56, col. 76, lines 1-33 and 65-67, col. 77, lines 1-35, col. 90, lines 36-67), determining whether a subscription to the service by the user has expired (col. 84, lines 32-39, col. 106, lines 63-67, col. 107, lines 1-11 and 23-26, col. 111, lines 57-67, col. 112, lines 1-6); a determination that the subscription has expired (col. 84, lines 32-39, col. 106, lines 63-67, col. 107, lines 1-11 and 23-26, col. 111, lines 57-67, col. 112, lines 1-6), selectively modifying the content (col. 93, lines 36-51) to form a modified content (col. 76, lines 7-13, col. 74, lines 19-58); and returning the modified content to the user (col. 90, lines 48-61).
>
> 13. Regarding Claims 12, 32, and 44, Ginter teaches receiving a request from a user (col. 75, lines 42-56, col. 76, lines 1-33 and 65-67, col. 77, lines 1-35, col. 90, lines 36-67) for the subscription computing service (col. 66, lines 66-67, col. 67, lines 1-8); identifying rights to the subscription computing service based (col. 68, lines 27-67, col. 75, lines 42-56, col. 76, lines 1-33 and 65-67, col. 77, lines 1-35) on an identification of the user (col. 66, line 67, col. 67, line 1); and selectively modifying (col. 93, lines 36-51) the subscription computing service based on the rights identified (col. 76, lines 7-13, col. 74, lines 19-58).

Office Action dated January 2, 2004, pages 3-4.

> 15. Regarding Claims 14 and 18, Ginter teaches a database of users and rights associated with the users (col. 72, lines 24-33); a service delivery unit (col. 18, lines 47-67, col. 20, lines 61-61-67, col. 21, lines 1-15), wherein the service delivery system retrieves content (col. 90, lines 2-3 and 8-22); and a service manifest selectively modifies the content based on a right to the content associated with a user requesting the content (col. 76, lines 7-13, col. 74, lines 19-58).

Office Action dated January 2, 2004, page 4.

Claim 1, which is taken as representative of similar features recited in independent claims 12, 14, 22, 32, 34 and 44, reads as follows:

> 1. A method in a data processing system for managing rights to a service, the method comprising:
>
> receiving a request from a user for the service;

identifying the rights to the service based on the received request, wherein the rights may be of a type between zero access rights and full access rights, inclusively;

retrieving content for the service;

selectively modifying the content based on the rights identified, wherein if the rights are not full access rights and are not zero access rights, selectively modifying the content based on the rights includes degrading a level of quality of an output of the content such that the degraded level of quality of the output is less than a level of quality of output corresponding to full access rights but higher than a level of quality of output corresponding to zero access rights; and

sending the modified content to the user.

(emphasis added)

A prior art reference anticipates the claimed invention under 35 U.S.C. § 102 only if every element of a claimed invention is identically shown in that single reference, arranged as they are in the claims. *In re Bond*, 910 F.2d 831, 832, 15 U.S.P.Q.2d 1566, 1567 (Fed. Cir. 1990). All limitations of the claimed invention must be considered when determining patentability. *In re Lowry*, 32 F.3d 1579, 1582, 32 U.S.P.Q.2d 1031, 1034 (Fed. Cir. 1994). Anticipation focuses on whether a claim reads on the product or process a prior art reference discloses, not on what the reference broadly teaches. *Kalman v. Kimberly-Clark Corp.*, 713 F.2d 760, 218 U.S.P.Q. 781 (Fed. Cir. 1983). Applicants respectfully submit that Ginter et al. does not identically show every element of the claimed invention arranged as they are in the claims. More specifically, Ginter et al. does not teach that rights may be between full access rights and zero access rights or that if the rights are not full access rights and are not zero access rights that selectively modifying the content includes degrading a level of quality of an output of the content such that the degraded level of quality of the output is less than a level of quality of output corresponding to full access rights but higher than a level of quality of output corresponding to zero access rights.

Ginter is directed to a secure electronic commerce transaction and rights management system. With regard to rights management, Ginter teaches that rights templates may be established by rights holders to efficiently and effectively define the rights associated with a particular digital property (column 75, lines 44-64). Ginter gives examples of some rights or permissions that may be established using these templates in column 76. These permissions include "unconditional permission," "permission

conditional on payment," "permission based on content", "unconditional prohibition" and "prohibitions and/or permissions based on other factors." Rights holders may fill in or select between various options to define a "rights profile" corresponding to the particular property. In addition, pricing models may be used to define a variety of different sorts of business pricing such as one time charges, pay per view, declining cost, etc. (column 76, lines 34-33). Different rights templates can be used for different types of properties, different value change participants, etc. At the same time, certain rights templates may apply to multiple objects or properties, multiple value chain participants, etc. (column 76, lines 49-53).

While Ginter provides a mechanism by which rights may be defined for a particular property, the rights that are defined are either full access rights or zero access rights. There is no spectrum of rights between full access rights and zero access rights permitted by the mechanism of Ginter. While access may be predicated upon payment, the payment merely serves to change a user's access level from a zero access rights level to a full access rights level for the period that the payment is effective. Nowhere in Ginter is there any teaching regarding the rights being less than full access rights and higher than zero access rights.

Furthermore, Ginter does not teach that if the rights are not full access rights and are not zero access rights that the content is selectively modified by degrading a level of quality of an output of the content such that the degraded level of quality of the output is less than a level of quality of output corresponding to full access rights but higher than a level of quality of output corresponding to zero access rights. In Ginter, the content is either provided or it is not. There is nothing in Ginter that teaches to degrade a level of quality of an output of the content when the rights are not full access rights or zero access rights. In Ginter, either the user is granted the permission/right or he/she is not; there is no "gray area" with regard to rights or permissions in Ginter.

The Office Action alleges that Ginter teaches selectively modifying the content based on identified rights at column 76, lines 7-13, column 74, lines 19-58 and column 93, lines 36-51. Column 76, lines 7-13 reads as follows:

> Example rights template 450 shown in FIG. 45A (which may be appropriate for text and/or graphics providers for example) defines a number of different types of usage/actions relevant to a particular digital

property, such as, for example, "view title," "view abstract", "modify title," "redistribute," "backup," "view content," and "print content."

This section of Ginter merely teaches that permissions or rights to perform these actions are either granted or not. That is, a user either can or cannot view the title, view the abstract, modify the title, redistribute the property, backup the property, view the content or print the content. There is nothing in this section of Ginter that teaches anything to do with selectively modifying the content, let alone degrading a level of quality of the content.

Column 74, lines 19-58 of Ginter read as follows:

> As another example, a consumer 95 in Germany may have received the control set 188 intended for U.S. distribution, and may need to request a different control set accommodating the European legal and monetary environment. Additionally, a rightsholder may modify previously distributed controls at a later date to add new rights, provide a "sale," take away rights, etc.--with rights and permissions clearinghouse 400 being responsible for distributing these new control sets either on demand.
>
> FIG. 42A shows another example in which consumer 95 may register with the rights and permissions clearinghouse 400 a control set 188X that pertains to an object such as a file or software program already received by consumer 95. This new control set 188X requests the rights and permissions clearinghouse 400 to send to consumer 95 a new control set 188Y for the named object whenever the controls registered for that object at the rights and permissions clearinghouse 400 are modified. The rights and permissions clearinghouse 400 may automatically send updated control set 188Y to all registered users of a particular digital property.
>
> In a different example, publisher 168 might distribute work 166 with a very limited control set 188X allowing the consumer 95 to view only the abstract and specifying rights and permissions clearinghouse 400 as a contact point for obtaining permission to view or otherwise use the content as a whole. Consumer 95 could then contact rights and permissions clearinghouse 400 to obtain a more expansive control set 188Y allowing additional levels of usage. This provides a high degree of accountability and expanding auditing capabilities, since it requires consumers 95 to contact rights and permissions clearinghouse 400 in order to actually use a previously distributed property. Similarly, rights and permissions clearinghouse 400 may provide updated control sets 188Y to replace expired ones. This mechanism could be used, for example, to provide a variable discount on a particular item over time (for example, to allow a movie distributor to discount its first run film six months after its initial release date without having to decide at time of initial release how much the discount will be).

This section of Ginter merely discusses the ability to change a control set over time. While Ginter teaches that the control set, and thus the defined rights for a property, may be modified at various points in time, the rights are still either granted or they are not. Nothing in this section of Ginter teaches or suggests any rights that may be less than full access rights yet greater than zero access rights. Furthermore, nothing in this section of Ginter teaches that if the rights are less than full access rights but greater than zero access rights, that the content is modified by degrading a level of quality of the content.

Column 93, lines 36-51 of Ginter reads as follows:

> Another major function of transaction authority 700 in this example is to issue new or modified event requirements 758 that can be used to control or influence an overall process or transaction. Transaction authority 700 may receive control set 188, prices and permissions 188', event flow requirements 760 and/or process routing requirements 762. Both event flow requirements 760 and process routing requirements 762 can be specified in one or more control sets. In response to this information and the validated event database 732 contents, transaction authority 700 may use its requirement generation process 734 to create new or modified event requirements 758. Transaction authority 700 may also create new or modified control sets 188" and new or modified prices and/or permissions 188'". Transaction authority 700 may use financial statements 764 as an input to its secure auditing function 736.

This section of Ginter again mentions the ability to generate modified control sets and new or modified permissions. However, as with the previous sections discussed above, nothing in this section teaches that a right may be less than a full access right and greater than a zero access right. In addition, this section does not teach that if a right is less than a full access right and greater than a zero access right, modifying the content includes degrading a level of quality of the output of the content so that it is a lower quality than full access right quality and greater than zero access right quality. Ginter simply does not provide for varying levels of quality based on identified rights.

Claims 12, 32 and 44 recite similar features to those of claims 1, 12, 14, 22, 32, 34 and 44 except with regard to a subscription computing service. In a similar manner as set forth above with regard to claims 1, 12, 14, 22, 32, 34 and 44, Ginter does not teach degrading a level of quality of a subscription computing service such that the degraded

level of quality of the subscription computing service is less than a level of quality of a subscription computing service corresponding to full access rights and is higher than a level of quality of a subscription computing service corresponding to zero access rights.

Claims 8, 28 and 40 recite that the modified content is a degraded quality version of the content that would be provided to the user if the user had a non-expired subscription. Again, Ginter does not teach degrading the quality of anything, let alone degrading the quality of the content that would be provided to the user if the user had a non-expired subscription. Thus, Ginter does not teach all of the features of claims 8, 28 and 40.

In view of the above, Applicants respectfully submit that Ginter does not teach each and every feature of independent claims 1, 8, 12, 14, 22, 28, 32, 34, 40 and 44 as is required under 35 U.S.C. § 102(e). At least by virtue of their dependency on claims 1, 12, 14, 22, 32, 34 and 44, respectively, Ginter does not teach the features of claims 2-8, 13, 15-16, 18, 23-27, 33, 35-39 and 45. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 1-8, 12-16, 18, 22-28, 32-40, 44, and 45 under 35 U.S.C. § 102(e).

Furthermore, Ginter does not teach, suggest, or give any incentive to make the needed changes to reach the presently claimed invention. Ginter actually teaches away from the presently claimed invention because it teaches a rights that either granted or they are not, as opposed to a rights that may be between full access rights and zero access rights and which cause a degradation in the output of content/subscription computing services when the rights are less than full access rights, as in the presently claimed invention. Absent the Examiner pointing out some teaching or incentive to implement such less than full, but greater than zero, access rights and degradation of the output of content based on the rights, one of ordinary skill in the art would not be led to modify Ginter to reach the present invention when the reference is examined as a whole. Absent some teaching, suggestion, or incentive to modify Ginter in this manner, the presently claimed invention can be reached only through an improper use of hindsight using the Applicants' disclosure as a template to make the necessary changes to reach the claimed invention.

In addition to the above, dependent claims 2-8, 13, 15-16, 18, 23-27, 33, 35-39 and 45 recite additional features that are not taught by Ginter. For example, with regard to claim 5, Ginter does not teach that the content is modified if a subscription to the service has expired. The Office Action alleges that this feature is taught at column 84, lines 32-39, column 106, lines 63-67, column 107, lines 1-11 and 23-26, column 111, lines 57-67 and column 112, lines 1-6. While these sections of Ginter mention subscribing and the issuing of a certificate that may expire, there is nothing in any of these sections of Ginter that teaches or even suggests to modify content when a subscription has expired. In a similar manner that Ginter does not teach the features of claim 5, Ginter also does not teach the specific features of claims 2-8, 13, 15-16, 18, 23-27, 33, 35-39 and 45.

II. 35 U.S.C. § 103, Obviousness

The Office Action rejects claims 9-11, 29-31, and 41-43 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Ginter et al. (U.S. Patent No. 6,658,568) as applied to claims 8, 28, and 40 above, and further in view of Knauft et al. (U.S. Patent No. 6,654,754). With regard to claims 9, 29 and 41, this rejection is respectfully traversed for at least the same reasons as noted above with regard to the rejection under 35 U.S.C. § 102(e). That is Ginter does not teach that a modified content is a degraded quality version of the content that would be provided to the user if the user had a non-expired subscription.

In addition, Knauft does not teach or suggest these features either. Knauft is directed to a system and method of dynamically generating an electronic document based upon data analysis. Knauft does not provide any teaching or suggestion regarding the above features that are not taught in Ginter. Thus, any alleged combination of Knauft and Ginter still would not result in these features being taught or suggested. Therefore, the invention recited in independent claims 8, 28 and 40 is not taught or suggested by the alleged combination of Ginter and Knauft. As a result, claims 9, 29 and 41 are also not taught by the alleged combination of Ginter and Knauft at least by virtue of their

dependency on claims 8, 28 and 40, respectively. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 9, 29 and 41 under 35 U.S.C. § 103(a).

In addition to the above, despite the Office Action's allegations to the contrary, Knauft actually does not teach or suggest the features of claims 10, 11, 30, 31, 42 and 43. That is Knauft does not teach or suggest that the modified content includes noise added to a music file (claims 10, 30 and 42) or that the amount of noise added to the music file is based on when the subscription expired (claims 11, 31 and 43).

The Office Action alleges that these features are taught at column 8, lines 30-34 of Knauft which read as follows:

> Furthermore, for example, the content of the data objects 216A-216N can include: a music file, e.g., MP3 or MIDI, a multimedia file, a streaming media file, a bitmap image, configuration files, account information, an executable image, or a digital rights management (DRM object).

The word "noise" is not even found in this section of Knauft. Therefore, how can this section of Knauft teach or suggest adding noise to a music file or determining an amount of noise to be added to a music file based on when a subscription expires? All this section of Knauft teaches is that content may be a music file. Knauft provides no teaching or suggestion with regard to the actual features of claims 10, 11, 30, 31, 42 and 43. Furthermore, Ginter provides no such teaching or suggestion either. Thus, any alleged combination of Ginter and Knauft still would not result in the features of claims 10, 11, 30, 301, 42 and 43 being taught or suggested.

Thus, the Office Action has failed to establish a prima facie case of obviousness with regard to claims 10, 11, 30, 31, 42 and 43 because the Office Action has failed to show where any of the cited references teach or suggest that modified content includes noise added to a music file or that the amount of noise added to the music file is based on when a subscription expired. Therefore, Applicants respectfully request withdrawal of the rejection of claims 10, 11, 30, 31, 42 and 43 under 35 U.S.C. § 103(a).

The Office Action further rejects claim 17 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Ginter et al. as applied to claim 14 above, and further in view of Ebata et al. (U.S. Patent No. 6,513,061) and claims 19-21 under 35 U.S.C. § 103(a) as

being allegedly unpatentable over Ginter et al. and Johnson et al. (U.S. Patent No. 6,618,808). These rejections are respectfully traversed for at least the same reasons as noted above with regard to the rejection of the claims under 35 U.S.C. § 102(e). That is, Ginter neither teaches nor suggests the features of rights being between full access rights and zero access rights or if the rights are between full access rights and zero access rights, modifying content includes degrading a level of quality of an output of the content (or degrading the level of quality of a subscription computing service). Also Ginter does not teach or suggest that the modified content is a degraded quality version of the content that would be provided to the user if the user had a non-expired subscription.

Furthermore, neither Ebata nor Johnson make up for this deficiency in Ginter. Ebata is directed to a system for selecting a proxy server, from a plurality of proxy servers, based on the IP address of the server from which a client wishes to obtain information. Ebata has nothing to do with rights or degrading the quality of an output of content if a right is between full access rights and zero access rights. Ebata is merely cited as teaching a proxy server. While Ebata teaches proxy servers, Ebata does not teach any of the features that are missing from Ginter, as discussed previously.

Johnson is directed to an electronic rights management and authorization system in which works and rights are divided into two related tables. The works table includes fields identifying the works managed by the system and the rights table includes fields identifying a right associated with a work and one or more date fields delimiting the right. The rights table, as shown in Figure 4 of Johnson, merely includes identifiers of the right holder, the work, a right instance, a type of use, a right fee, a right grant, a validity date, an effective date, and a permission date. Reading the description of these fields in columns 7 and 8, it is clear that there is no teaching or suggestion anywhere in Johnson regarding rights that are between full access rights and zero access rights and if the rights are between full access rights and zero access rights, modifying content includes degrading a quality of the output of the content. To the contrary, Johnson, like all of the other cited art, merely teaches that a right is either completely granted or it is not. There is no gray area in which rights may exist between full access rights and zero access rights. Moreover, there is not even the slightest mention of degrading the quality of an

output of content based on a right being between a full access right and a zero access right.

In view of the above, even if Ebata and Johnson were combinable with Ginter, and assuming one of ordinary skill in the art were somehow motivated to make such combinations, the result still would not be the invention recited in the present independent claims. This is because none of the cited references teach or suggest the features of rights being between full access rights and zero access rights or if the rights are between full access rights and zero access rights, modifying content includes degrading a level of quality of an output of the content (or degrading the level of quality of a subscription computing service) (claims 14, 19, 20 and 21, respectively). Also, none of the references teach or suggest that the modified content is a degraded quality version of the content that would be provided to the user if the user had a non-expired subscription (claim 20).

Thus, neither Ginter, Ebata, nor Johnson, either alone or in combination, teach or suggest all of the features of independent claims 14 and 19-21. At least by virtue of its dependency on claim 14, neither Ginter, Ebata nor Johnson, either alone or in combination, teach or suggest all of the features of dependent claim 17. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 17 and 19-21 under 35 U.S.C. § 103(a).

III. Conclusion

It is respectfully urged that the subject application is patentable over Ginter, Ebata and Johnson and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

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